

**TULSTAR PRODUCTS, INC.**5510 SOUTH LEWIS AVENUE • TULSA, OK 74105 • (918) 749-9060 • FAX (918) 747-1444
TULSTAR@TULSTAR.COM • WWW.TULSTAR.COM

Friday, September 17, 2004

John Garrison
Garrison Specialty Chemicals
193 Prescolite Dr.
El Dorado, AR 71730**LETTER OF INTENT**

Tulstar Products Inc. intends to have Garrison Specialty Chemicals (GSC) toll manufacture a minimum of 10 Million Pounds of HFC-134a. Tulstar will provide GSC with raw materials required for manufacture of HFC-134 (tolled for Tulstar) and will sell raw materials required for HFC-32 (GSC non-toll production). Tulstar agrees to pay GSC a Tolling fee of \$0.30/LB for production of HFC-134a, subject to Tulstar's obtaining the necessary pricing for raw materials. With correct pricing inline, Tulstar intends to have GSC toll manufacture an estimated 20-50 Million Pounds of HFC-134a, if capacity allows.

The above intention is based on GSC being able to produce said volume of HFC-134a within all legal parameters, ie. Patents, Licenses, Environmental, etc...

Best Regards,

Mark Nagle
President
Tulstar Products, Inc.Acknowledgement of this
Letter of Intent

John L. Garrison

CEO

Garrison Specialty Chemicals

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into by and between Norphlet Chemical, Inc. (hereinafter "Norphlet"), and Tulstar Refrigerants, Inc. (hereinafter "Tulstar"). This Amendment shall serve to modify the Agreement between the parties hereto dated the 13th day of December, 2005 ("the Agreement"), with respect to the supply of raw materials and the exclusive output of HFC-134a.

WHEREAS, Norphlet and Tulstar entered into the Agreement whereby Tulstar shall purchase HFC-134a from Norphlet; and

WHEREAS, the Agreement provides that Tulstar shall be responsible for the disposal of all by-products of the production process of Norphlet in making the HFC-134a, including the by-product HCL; and

WHEREAS, it is the intention of the parties to amend the Agreement to provide for a contrary disposition of the by-product HCL;

NOW, THEREFORE, for and in consideration of the mutual promises herein expressed and other good and valuable consideration, be it agreed as follows:

1.

The by-product HCL which will result from the manufacturing process of Norphlet in the production of HFC-134a shall be sold by Norphlet to Jones-Hamilton Company (hereinafter "Jones"). Norphlet shall negotiate with Jones a per ton price for the HCL which shall be paid or credited directly to Norphlet by Jones for the HCL purchased from Norphlet until a loan hereafter described is repaid. In this regard, by separate agreement, Norphlet has borrowed the sum of \$3,000,000.00 with interest thereon from Jones, and from the proceeds of the HCL sold by Norphlet to Jones, shall be

credited to the account of Norphlet for the indebtedness of Norphlet to Jones, together with any interest and other agreed costs for the financing.

2.

After Jones has been repaid the \$3,000,000.00 loan amount, together with interest and other agreed costs of financing, Jones shall continue to purchase the HCL from Norphlet. After the repayment of the loan amount, however, Norphlet shall pay 50% of all amounts received from Jones for the HCL to Tulstar so long as Norphlet continues to produce and Jones continues to buy the HCL.

3.

All other by-products of the production process for HFC-134(a) shall be disposed of by Tulstar according to the Agreement between these parties.

4.

All other aspects of the Agreement are hereby ratified and shall remain in full force and effect except to the extent of the Amendment hereby made.

Norphlet Chemical, Inc.

By: 

Title: CEO

Tulstar Refrigerants, LLC

By: 

Title: President